

Department of Economic Development
And Intergovernmental Affairs
OFFICE OF McCLELLAN BASE CONVERSION
Local Reuse Authority
County of Sacramento

PAUL HAHN
Director



JEANETTE M. MUSIL, M.S.
Deputy Director

FAX COVER PAGE

TO: James Taylor

FAX: 464-4797

FROM: Kathy Broderick

SUBJECT: Deed Restriction on Capehart Housing

TOTAL NUMBER OF PAGES:
(INCLUDING THIS PAGE)

DATE: 2/10/06

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AF TO Sac County

Recording Requested by:
and when recorded mail to:

McClellan Park, LLC
Attn: Mr. Alan Hersh
3140 Peacekeeper Way
McClellan CA 95652

Sacramento County Recording
Mark Norris, Clerk/Recorder
BOOK 20020128 PAGE 1420

Monday, JAN 28, 2002 1:52:48 PM
Tel Pd \$60.00 Nbr-0001057808

KDL/24/2-15

Exempt from Documentary Transfer Tax
Rev. & Tax. Code §11922

Mail Tax Statements to:

McClellan Park, LLC
3140 Peacekeeper Way
McClellan CA 95652

Capetant. 6/10/05
38.98967C

QUITCLAIM DEED, CERCLA 120(h)(3) NOTICE
and ENVIRONMENTAL RESTRICTIONS

I. PARTIES

THIS DEED is made and entered into this 18th day of January, 2002, by and between the UNITED STATES OF AMERICA, acting by and through the Secretary of the Air Force, under and pursuant to the powers and authority contained in the Defense Base Closure and Realignment Act of 1990, as amended (10 U.S.C. § 2687 note), and delegations and regulations promulgated thereunder (the "Grantor"), and the County of Sacramento, a political subdivision of the State of California (the "Grantee"). (When used in this Quitclaim Deed, unless the context specifies otherwise, "Grantor" shall include the assigns of the Grantor, and "Grantee" shall include the successors and assigns of the Grantee.)

II. CONSIDERATION AND CONVEYANCE

FOR VALUABLE CONSIDERATION of the sum of TEN DOLLARS (\$10.00), the receipt of which is hereby acknowledged, the Grantor does hereby release and forever quitclaim to the Grantee all that real property situated in the County of Sacramento, and State of California, identified as Parcels 1, 3, 4, and 5 on the attached map, and described as follows:

PARCEL 1

ALL THAT REAL PROPERTY situated in the County of Sacramento, State of California and being a portion of Section 24, Township 10 North, Range 5 East, M.D.M. and also being a portion of "Parcel 1" and all of "Parcel 3" as described

in that certain "Final Judgment as to Tract No. A-100, Parcels 1, 2 and 3", filed for record in the Office of the Recorder of Sacramento County on March 25, 1959 in Volume 3736 of Official Records, Page 540 and in that certain "Civil No. 7763 Declaration of Taking" filed for record in the Office of the Recorder of Sacramento County on September 30, 1958 in Book 3598 of Official Records, Page 240. More particularly described as follows:

BEGINNING at a point on the North line of said Section 24, from which point the Northwest corner thereof bears North $89^{\circ} 56' 52''$ West, 50.01 feet, said point also being also being a point on the Easterly right of way line of Walt Avenue, a 100.00 foot wide County Road; thence from said point of beginning, along the North line of said Section 24, South $89^{\circ} 56' 52''$ East, 2,470.50 feet to a point in the centerline of Teton Way, a private road; thence leaving the North line of said Section 24, following the centerline of said Teton Way, the following five (5) courses and distances:

1. along the arc of a non-tangent 684.00 foot radius curve, concave to the northwest, through a central angle of $9^{\circ} 27' 36''$, the chord of which bears South $24^{\circ} 36' 18''$ West, 112.81 feet;
2. South $29^{\circ} 20' 06''$ West, 99.05 feet;
3. along the arc of a 385.00 foot radius curve, concave to the Southeast, through a central angle of $29^{\circ} 26' 38''$, the chord of which bears South $14^{\circ} 36' 47''$ West, 195.68 feet;
4. South $00^{\circ} 06' 32''$ East, 498.79 feet;
5. along the arc of a 75.00 foot radius curve, concave to the Northwest, through a central angle of $69^{\circ} 31' 21''$, the chord of which bears South $34^{\circ} 39' 08''$ West, 85.52 feet; thence leaving the centerline of said Teton Way South $29^{\circ} 23' 26''$ East, 135.28 feet; thence South $69^{\circ} 40' 27''$ West, 250.92 feet to an existing fence line; thence along said fence line, South $67^{\circ} 30' 35''$ West, 221.22 feet; thence South $68^{\circ} 55' 30''$ West, 217.63 feet; thence South $70^{\circ} 40' 32''$ West, 359.43 feet; thence North $75^{\circ} 34' 07''$ West, 13.85 feet to a point on the South East line of Navaho Way, a 52.00 foot wide private road; thence following the boundary of Navaho Way, also being the boundary of said "Parcel 3" the following six (6) courses and distances:
 1. along the arc of a non-tangent 756.00 foot radius curve, concave to the Northwest, through a central angle of $5^{\circ} 14' 02''$, the chord of which bears South $19^{\circ} 20' 31''$ West, 69.04 feet;
 2. South $21^{\circ} 57' 32''$ West, 113.21 feet;
 3. North $70^{\circ} 41' 07''$ West, 52.06 feet to a point on the Northwest line of said Navaho Way;
 4. North $21^{\circ} 57' 32''$ East, 19.29 feet to a $\frac{1}{4}$ " iron pipe tagged RCE 8850;
 5. North $21^{\circ} 57' 32''$ East, 96.32 feet to a similar monument;
 6. along the arc of a 704.00 foot radius curve, concave to the Northwest, through a central angle of $4^{\circ} 45' 18''$, the chord of which bears North $19^{\circ} 34' 53''$ East, 58.41 feet to a similar monument thence along the West boundary of said "Parcel 1", the following four (4) courses and distances:
 1. North $22^{\circ} 28' 08''$ West, 459.32 feet;
 2. North $55^{\circ} 57' 08''$ West, 720.03 feet;

2. North $00^{\circ} 06' 32''$ West, 498.79 feet;
3. along the arc of a 385.00 foot radius curve, concave to the East, through a central angle of $29^{\circ} 26' 38''$, the chord of which bears North $14^{\circ} 36' 47''$ East, 195.68 feet;
4. North $29^{\circ} 20' 06''$ East, 99.05 feet;
5. along the arc of a 684.00 foot radius curve, concave to the Northwest, through a central angle of $9^{\circ} 27' 36''$, the chord of which bears North $24^{\circ} 36' 18''$ East, 112.81 feet to a point on the North line of the Northwest one-quarter of said Section 24; thence along the North line of the Northwest one-quarter of said Section 24, South $89^{\circ} 56' 52''$ East, 121.98 feet to the point of beginning.

Said property contains 19.8587 acres

The bearings for this description are based on State plane coordinates, Zone 2, NAD 83.

PARCEL 4

ALL THAT REAL PROPERTY situated in the County of Sacramento, State of California and being a portion of Section 24, Township 10 North, Range 5 East, M.D.M. and also being a portion of "Parcel 1" as described in that certain "Final Judgment as to Tract No. A-100, Parcels 1, 2 and 3", filed for record in the Office of the Recorder of Sacramento County on March 25, 1959 in Volume 3736 of Official Records, Page 540 and in that certain "Civil No. 7763 Declaration of Taking" filed for record in the Office of the Recorder of Sacramento County on September 30, 1958 in Book 3598 of Official Records, Page 240. More particularly described as follows:

BEGINNING at a $1 \frac{1}{2}$ " iron pipe tagged L.S. 2651 marking the Northeast corner of said Section 24; thence South $00^{\circ} 53' 45''$ East, 405.72 feet to a point in a drainage channel; thence following the approximate center of said channel, along the arc of a non-tangent 217.08 foot radius curve, concave to the Southeast, through a central angle of $38^{\circ} 55' 57''$, the chord of which bears South $34^{\circ} 24' 29''$ West, 144.68 feet; thence South $14^{\circ} 56' 32''$ West, 162.34 feet; thence along the arc of a 130.93 foot radius curve, concave to the Northwest, through a central angle of $25^{\circ} 00' 00''$, the chord of which bears South $27^{\circ} 26' 32''$ West, 56.68 feet; thence South $39^{\circ} 56' 32''$ West, 79.30 feet; thence along the arc of a 164.99 foot radius curve, concave to the Northwest, through a central angle of $15^{\circ} 59' 20''$, the chord of which bears, South $47^{\circ} 56' 12''$ West, 45.89 feet; thence South $55^{\circ} 55' 52''$ West, 333.62 feet to a point on the South line of said "Parcel 1"; thence along said South line North $51^{\circ} 34' 08''$ West, 366.20 feet to an angle point in an existing fence line; thence along said fence line the following three (3) courses and distances:

1. North $71^{\circ} 19' 13''$ West, 148.82 feet;
2. South $89^{\circ} 33' 39''$ West, 111.46 feet;
3. South $88^{\circ} 09' 49''$ West, 590.18 feet; thence leaving said fence line, North $00^{\circ} 01' 37''$ West, 231.92 feet; thence North $89^{\circ} 53' 52''$ East, 39.92 feet; thence North

00° 01' 37" West, 154.02 feet to a point on the North line of Navaho Way, a private road; thence along said North line North 89° 53' 52" East, 120.48 feet; thence leaving said North line North 00° 01' 37" West, 296.60 feet to an existing fence line around a water tank; thence along said fence line the following four (4) courses and distances:

1. North 89° 07' 39" West, 20.43 feet;
2. North 72° 38' 45" West, 20.30 feet;
3. North 56° 51' 48" West, 24.38 feet;
4. North 00° 34' 29" East, 49.73 feet to a point on the North line of the Northeast one-quarter of said Section 24; thence along said North line, North 89° 53' 34" East, 1,533.56 feet to the POINT OF BEGINNING.

Said property contains 28.0541 acres

The bearings for this description are based on State plan coordinates, Zone 2, NAD 83.

PARCEL 5

ALL THAT REAL PROPERTY situated in the County of Sacramento, State of California and being a portion of the Northeast one-quarter of Section 24, Township 10 North, Range 5 East, M.D.M. and also being a portion of Section 19, Township 10 North, Range 6 East, M.D.M. and also being a portion of "Parcel 1" as described in that certain "Final Judgment as to Tract No. A-100, Parcels 1, 2 and 3", filed for record in the Office of the Recorder of Sacramento County on March 25, 1959 in Volume 3736 of Official Records, Page 540 and in that certain "Civil No. 7763 Declaration of Taking" filed for record in the Office of the Recorder of Sacramento County on September 30, 1958 in Book 3598 of Official Records, Page 240. More particularly described as follows:

BEGINNING at a point on the East line of the Northeast one-quarter of said Section 24, from which point a 1 1/2" iron pipe tagged L.S. 2651 marking the Northeast corner of said Section 24 bears North 00° 53' 45" West, 405.72 feet; thence along the boundary of said "Parcel 1", the following four (4) course and distances:

1. South 00° 53' 45" East, 114.35 feet;
 2. North 89° 41' 42" East, 1,300.58 feet;
 3. South 00° 33' 08" East, 1,101.68 feet;
 4. South 89° 42' 00" West, 1,366.90 feet to a point on the West line of Blackfoot Way, a public road to the South and a private road to the North; thence along the prolongation of the West line of said Blackfoot Way, North 37° 53' 30" East, 28.61 feet; thence leaving Blackfoot Way and following an existing fence line the following four (4) courses and distances:
1. South 89° 20' 02" West, 136.66 feet;
 2. North 37° 41' 50" West, 93.29 feet;
 3. North 45° 07' 12" East, 231.43 feet;

4. North $51^{\circ} 34' 08''$ West, 568.12 feet the approximate center of an existing drainage channel; thence along said channel the following six (6) courses and distances:
1. North $55^{\circ} 55' 52''$ East, 333.62 feet;
 2. along the arc of a 164.99 foot radius curve, concave to the Northwest, through a central angle of $15^{\circ} 59' 20''$, the chord of which bears North $47^{\circ} 56' 12''$ East, 45.89 feet;
 3. North $39^{\circ} 56' 32''$ East, 79.30 feet;
 4. along the arc of a 130.93 foot radius curve, concave to the Northwest, through a central angle of $25^{\circ} 00' 00''$, the chord of which bears North $27^{\circ} 26' 32''$ East, 56.68 feet;
 5. North $14^{\circ} 56' 32''$ East, 162.34 feet;
 6. along the arc of a 217.09 foot radius curve, concave to the Southeast, through a central angle of $38^{\circ} 55' 53''$, the chord of which bears North $34^{\circ} 24' 29''$ East, 144.68 feet to the POINT OF BEGINNING.

Said property contains 38.9896 acres

The bearings for this description are based on State plan coordinates, Zone 2, NAD 83.

III. APPURTENANCES

TOGETHER WITH all the buildings and improvements erected thereon, and all and singular the tenements, hereditaments, appurtenances, and improvements hereunto belonging, or in any wise appertaining (which, together with the real property above described, is called the "Property" in this Deed).

IV. RESERVATION

RESERVING UNTO THE GRANTOR, including the United States Environmental Protection Agency ("EPA") and the State of California (the "State"), and its and their respective officials, agents, employees, contractors, and subcontractors, the right of access to the Property (including the right of access to, and use of, utilities at reasonable cost to the Grantor), for the following purposes, either on the Property or on adjoining lands, and for such other purposes consistent with the Installation Restoration Program ("IRP") of the Grantor or the Federal Facility Agreement ("FFA"), if applicable:

1. To conduct investigations and surveys, including, where necessary, drilling, soil and water sampling, testpitting, testing soil borings, and other activities related to the IRP or FFA, if applicable.

2. To inspect field activities of the Grantor and its contractors and subcontractors in implementing the IRP or the FFA, if applicable.
3. To conduct any test or survey required by the EPA or the State relating to the implementation of the IRP or FFA, if applicable, or to verify any data submitted to the EPA or the State by the Grantor relating to such conditions.
4. To conduct, operate, maintain, or undertake any other response, corrective, or remedial action as required or necessary under the IRP or the FFA, if applicable, or the covenant of the Grantor in Section VII.D. of this Deed, but not limited to, the installation of monitoring wells, pumping wells, and treatment facilities.

The exercise of this right of access shall be subject to reasonable prior notice to the Grantee and the reasonable accommodation by the Grantor during the course of such entry of the use, occupancy, and improvement of the Property by the Grantee and its lessees and licensees. The words "reasonable accommodation ... of the use, occupancy and improvement of the Property" as used in the preceding sentence mean that with respect to any such entry: (i) the Grantor shall take reasonable measures to avoid disruption or interference with the use, occupancy, or improvement of the Property by the Grantee and its lessees and licensees and will negotiate with Grantee and its lessees and licensees, as appropriate, any modification or damage to improvements on the Property and restoration or compensation therefor; (ii) the Grantor shall conduct its remediation activities in a diligent, responsible, and safe manner; (iii) the Grantor shall keep the property free and clear of any materials liens, mechanic's liens, *lis pendens*, or other liens arising from its remediation activities; and (iv) the Grantor shall remove any equipment or remedial improvements at the conclusion of such entry onto the Property and shall restore the surface of the Property to its condition immediately preceding the time of such entry. Provided that the Grantor has reasonably accommodated the use, occupancy, and improvement of the Grantee on the portion of the Property on which an entry has occurred, the Grantee and its lessees and licensees shall have no claim or account against the Grantor, its officers, employees, agents, or contractors on account of any such entry under this right of access, PROVIDED, however, that any rights Grantee, its lessees, or licensees may have under the Federal Tort Claims Act are not nullified or limited hereby.

VI. CONDITION

- A. The Grantee agrees to accept conveyance of the Property subject to all covenants, conditions, restrictions, easements, rights-of-way, reservations, rights, agreements, and encumbrances, whether or not of record.
- B. The Grantee acknowledges that it has inspected, is aware of, and accepts the condition and state of repair of the Property, and that the Property is conveyed, "as is," "where is," without any representation, promise, agreement, or warranty on the part of the Grantor regarding such condition and state of repair, or regarding the making of any alterations, improvements, repairs,

or additions. The Grantee further acknowledges that the Grantor shall not be liable for any latent or patent defects in the Property, except to the extent required by applicable law.

VII. COVENANTS

A. Lead-Based Paint ("LBP").

1. The Property may include improvements that are presumed to contain LBP because they are thought to have been constructed prior to 1978. The Grantee hereby acknowledges the required disclosure in accordance with the Residential Lead-Based Paint Hazard Reduction Act of 1992, 42 U.S.C. § 4852d (Title X), of the presence of any known LBP and/or LBP hazards in target housing constructed prior to 1978. This disclosure includes the receipt of available records and reports pertaining to LBP and/or LBP hazards; receipt of the lead hazard information pamphlet; and inclusion of the 24 C.F.R. Subparts 35II and 745F disclosure and lead warning language in the Title X Lead-Based Paint Disclosure Statement in the contract of sale.

2. The Grantee covenants and agrees that, in any improvements on the Property defined as target housing by Title X and constructed prior to 1978, LBP hazards will be disclosed to potential occupants in accordance with Title X before use of such improvements as a residential dwelling (as defined in Title X). Further, the Grantee covenants and agrees that LBP hazards in target housing constructed prior to 1960 will be abated in accordance with Title X before use and occupancy as a residential dwelling. "Target housing" means any housing constructed prior to 1978, except housing for the elderly or persons with disabilities (unless any child who is less than six [6] years of age resides, or is expected to reside, in such housing) or any zero-bedroom dwelling.

3. The Grantee covenants and agrees that in its use and occupancy of the Property, it will comply with Title X and all applicable Federal, State, and local laws relating to LBP. The Grantee acknowledges that the Grantor assumes no liability for damages for personal injury, illness, disability, or death to the Grantee, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with LBP on the Property, whether the Grantee has properly warned, or failed to properly warn, the persons injured.

B. Asbestos-Containing Materials ("ACM").

The Grantee is warned that the Property may be improved with buildings, facilities, and equipment that may contain ACM. The Grantee covenants and agrees that in its use and occupancy of the Property, it will comply with all applicable Federal, State, and local laws relating to asbestos. The Grantee acknowledges that the Grantor assumes no liability for damages for personal injury, illness, disability, or death to the Grantee, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind

whatsoever with asbestos on the Property, whether the Grantee has properly warned, or failed to properly warn, the persons injured.

C. Grantee Covenants Regarding Petroleum Contamination.

1. The Grantee covenants that it will not extract groundwater from the Property for purposes other than monitoring, nor will it use groundwater underlying the Property for human consumption.

2. Grantee further covenants that until the petroleum cleanup on the Property is complete and the Air Force has released this restriction, it will not, nor will it allow others to (1) excavate, drill or dig in, or perform any other ground-disturbing activities in the area of the former Capehart Gas Station (100 feet either side of the Gas Station, which is in Parcel 3 of this deed), as depicted on Exhibit B attached hereto, without prior written approval of the Air Force, in consultation with the BRAC Cleanup Team or other appropriate regulatory agencies ("regulators"); (2) it will not engage in activities on any part of the Property that could disrupt any cleanup activities or jeopardize the effectiveness of any remedy, such as: subsurface drilling, unless the Air Force, after consultation with the regulators, determines that there will be no adverse impact on the cleanup process; or (3) undertake any construction that would interfere with, negatively impact, or restrict access for cleanup work, subject to the commitment to minimize disruption by the cleanup process described in subparagraph IV.B.4.

3. The restrictions of this paragraph VII.C may be removed only with the approval of the Central Valley Regional Water Quality Control Board Executive Director, or successor in function.

D. Non-Discrimination. The Grantee covenants not to discriminate upon the basis of race, color, religion, national origin, sex, age, or handicap in the use, occupancy, sale, or lease of the Property, or in its employment practices conducted thereon. This covenant shall not apply, however, to the lease or rental of a room or rooms within a family dwelling unit, nor shall it apply with respect to religion if the Property is on premises used primarily for religious purposes. The United States of America shall be deemed a beneficiary of this covenant without regard to whether it remains the owner of any land or interest therein in the locality of the Property.

E. Grantor Covenant.

Pursuant to Section 120(h)(3) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. § 9620(h)(3)), the following is notice of hazardous substances on the Property and the description of remedial action taken concerning the Property:

1. No storage, release, or disposal of a hazardous substance occurred on the Property, but petroleum products are known to have been released on the Property.

04/08/04 FRI 10:20 FAX

2. Because no hazardous substances were stored, released, or disposed of on the Property, no CERCLA remedial action was required and none was taken.

3. Any response action or corrective action found to be necessary after the date of this deed shall be conducted by the United States. This warranty shall not apply in any case in which the Grantee is or becomes a potentially responsible party with respect to the Property as a result of an act or omission affecting the Property.

F. Hazards to Air Navigation. Prior to commencing any construction on, or alteration of, the Property, the Grantee covenants to comply with 14 C.F.R. Part 77 entitled "Objects Affecting Navigable Air Space," or under the authority of the Federal Aviation Act of 1958, as amended.

IX. MISCELLANEOUS

A. Each covenant of this Deed shall be deemed to "touch and concern the land" and shall "run with the land."

B. Because this deed contains environmental restrictions under California Civil Code section 1471, this deed must be recorded in the Office of the Recorder of the County of Sacramento.

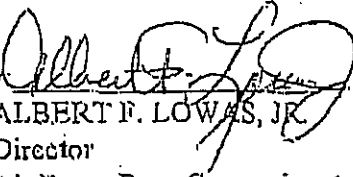
X. EXHIBIT

The following Exhibits are attached to and made a part of this Deed:

- A. Map of the Property
- B. Non-Disturbance Buffer Zone

IN WITNESS WHEREOF, I have hereunto set my hand at the direction of the Secretary of the Air Force, the day and year first above written.

UNITED STATES OF AMERICA

By 
ALBERT F. LOWAS, JR.
Director
Air Force Base Conversion Agency

Certificate of Acknowledgment

Commonwealth of Virginia :

ss.

County of Arlington :

On January 18th, 2002, before me, DEBRA L. DICKSON, a Notary Public, personally appeared Albert F. Lowas, Jr., known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the entity on behalf of which he acted, executed the instrument.


Notary Public

My commission expires on DECEMBER 31, 2003.

Acceptance

The Grantee hereby accepts this Deed and agrees to be bound by all the agreements, covenants, conditions, restrictions, and reservations contained in it.

DATE: JAN. 28, 2002

(Grantee)

By: [Signature]

County of Sacramento

Attest:

Certificate of Grantee's Attorney

I, Ray C. Thompson, acting as Attorney for the Grantee, do hereby certify that I have examined the foregoing Indenture and the proceedings taken by the Grantee relating thereto, and find that the acceptance thereof by the Grantee has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the State of California, and further, that, in my opinion, the Indenture constitutes a legal and binding compliance obligation of the Grantee in accordance with the terms thereof.

Dated at SACRAMENTO, California, this 28th day of JANUARY, 2002.

By: [Signature]

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of

SACRAMENTO

SS.

On JANUARY 28, 2002 before me,

G.B. Davey

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared

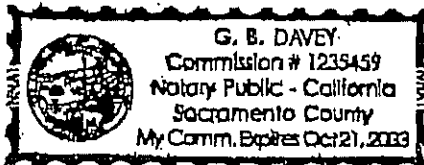
PAUL J. HAHN

Name(s) of Signer(s)

☒ personally known to me

☐ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

[Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: QUITCLAIM DEED, CERCLA 120(6)(3) NOTICE

Document Date: JANUARY 18, 2002 Number of Pages: 12

Signer(s) Other Than Named Above: ALBERT F. LOWAS, JR

Capacity(ies) Claimed by Signer

Signer's Name: PAUL J. HAHN

☐ Individual

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee





☐ Guardian or Conservator

☒ Other: COUNTY OF SACRAMENTO REPRESENTATIVE

Signer Is Representing: COUNTY OF SACRAMENTO



Legend:

-  Non Disturbance Zone (100m)
-  Facility
-  Road
-  Capesport Boundary

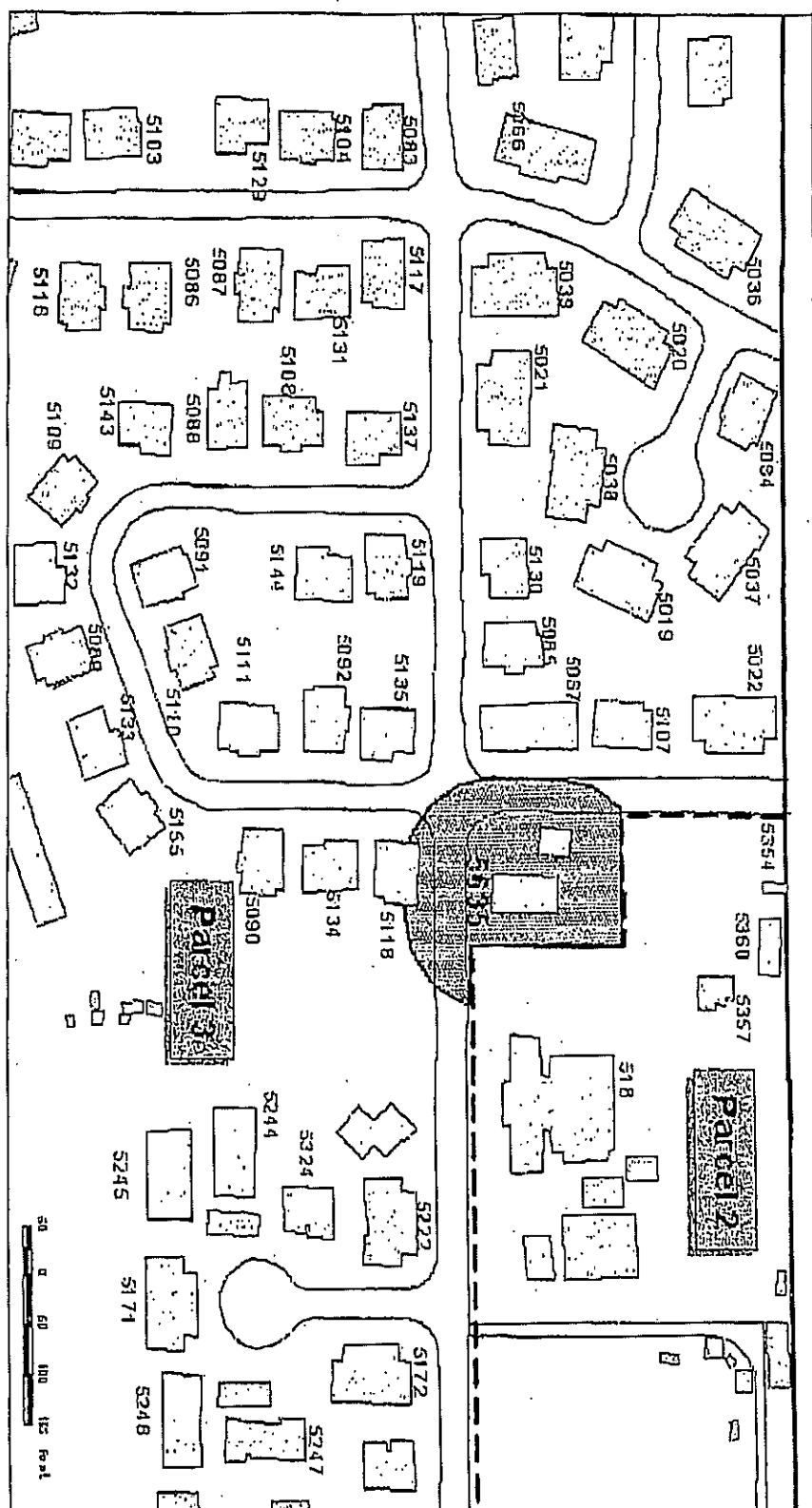


Exhibit B